FORM PTO-1594 08-18-1998 U.S. DEPARTMENT OF COMMERCE ΞT (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp. 4/94) Tab settings □ □ □ ▼ 100795860 To the Honorable Commissioner of Patents & original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): ABRA Automotive Systems, Inc. Heller Financial, Inc. Name: 6601 Shingle Creek Parkway, Suite 200 Brooklyn Center, Minnesota 55430 Internal Address: Association 500 West Monroe Street ☐ Individual(s) Street Address: ☐ General Partnership □ Limited Partnership City: Chicago State: IL ZIP: 60661 ☼ Corporation-State (Minnesota) Other__ ☐ Individual(s) citizenship Additional name(s) of conveying party(ies) attached?

Yes

No Association General Partnership_ 3. Nature of conveyance: Limited Partnership Corporation-State Delaware □ Merger Assignment Other_ Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic representative designation □ Other _____ O Yes O No **Execution Date**: _____ 6-30-98 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

Yes XX No 4. Application number(s) or patent number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) 2,160,591 2,160,592 Additional numbers attached?

Yes

No 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved: concerning document should be mailed: LaShana C. Jimmar Name: 65.00 7. Total fee (37 CFR 3.41).....\$_____ Internal Address: Paul, Hastings, Janofsky Enclosed & Walker, LLP Authorized to be charged to deposit account Street Address: 600 Peachtree Street, NE 8. Deposit account number: Suite 2400 30308-Atlanta ZIP: State: 2222 (Attach duplicate copy of this page if paying by deposit account) 08/13/1998 JSHABAZZ 00000172 2160591 DO NOT USE THIS SPACE

Signature Simmer 8-12-98
Date

Total number of pages including cover sheet, attachments, and document:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy c

FC:481

9. Statement and signature. 25.00 0P

the original document.

LaShana C. Jimmar

Name of Person Signing

TRADEMARK SECURITY AGREEMENT

WHEREAS, ABRA Automotive Systems, Inc., a Minnesota corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, ABRA, Inc., a Minnesota corporation (the "Borrower") and Heller Financial, Inc. ("Agent") are parties to a Credit Agreement dated June 30, 1998 (as same may be amended, restated, modified and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders; and

WHEREAS, pursuant to the terms of the Subsidiary Security Agreement dated as of June 30, 1998 (as the same may be amended, restated, modified and in effect from time to time, the "Security Agreement") between Grantor, the other Debtors party thereto and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Subsidiary Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations (as defined in the Subsidiary Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Subsidiary Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

ATL-554051.1

TRADEMARK REEL: 1769 FRAME: 0429 IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30 to day of \\ \frac{1000}{1000} \text{ day of } \\ \frac{100

ABRA AUTOMOTIVE SYSTEMS, INC.

Name: <u>Svané A Rouse</u>

Title: Senior VP& (FO

Acknowledged:

HELLER FINANCIAL, INC., as Agent

Name: 🕖

Title

TRADEMARK SECURITY AGREEMENT

ACKNOWLEDGMENT

TRADEMARK SECURITY AGREEMENT

TRADEMARK REEL: 1769 FRAME: 0431

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

SERVICE MARKS

Number	CLASS	DESCRIPTION	REGISTRATION DATE	RENEWAL DATE	Purpose
2,160,591	U.S. Classes: 100, 103 and 106 International Class: 37	ABSOLUTELY ABRA	05/26/98	05/26/08	Vehicle body repair, maintenance, refinishing and painting services; vehicle glass replacement and repair services.
2,160,592	U.S. Classes: 100, 103 and 106 International Class: 37	ABSOLUTELY THE BEST	05/26/98	05/26/08	Vehicle body repair, maintenance, refinishing and painting services; vehicle glass replacement and repair services.

RECORDED: 08/13/1998

TRADEMARK REEL: 1769 FRAME: 0432